

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: February 15, 2006

Division: Court Administrator

Bulk Item: Yes X No

Department: Facilities Maintenance

Staff Contact Person: John King

AGENDA ITEM WORDING: Approval of lease agreement with Hillsborough Center Associates, LLC, for office space for the 16th Judicial Circuit Drug Court Program, and rescission of approval given on December 21, 2005, of a predecessor lease.

ITEM BACKGROUND: The Drug Court program currently occupies space at 1315 Whitehead Street which was sold and is slated for demolition. On August 17, 2005, the Board approved a lease for new premises at 3100B Flagler Avenue, but due to Hurricane Wilma, they were unable to relocate. On December 21, 2005, the August 17th lease was rescinded and a new lease approved for 3141 Riviera Drive, pending landlords approval. The landlord has asked that the December 21st lease be rescinded and a new lease developed. This lease will overlap the month-to-month at the current premises as there is a need for build-out.

PREVIOUS RELEVANT BOCC ACTION: On August 17, 2005, the Board approved the lease for 3100B Flagler Avenue, and on December 21, 2005, the Board rescinded that lease and approved the first lease for 3141 Riviera Drive.

CONTRACT/AGREEMENT CHANGES: The price is a little higher, the square footage slightly larger, and provides for the landlord to perform the build-out for specific needs. The lease is at the same building as the lease approved in August 2005, and eliminates arguments over how much of the original lease we should have paid for, before Wilma changed everything.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$43,056/yr.

BUDGETED: Yes x No

COST TO COUNTY: same

SOURCE OF FUNDS: Judicial

REVENUE PRODUCING: Yes No x

AMOUNT PER MONTH \$ **Year** \$

APPROVED BY: County Atty. x OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Both Leto for
Dent Pierce

DOCUMENTATION: Included x

Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with:	<u>Hillsborough Center Associates, LLC</u>	Contract #	
		Effective Date:	<u>March 1, 2006</u>
		Expiration Date:	<u>February 28, 2016</u>
Contract Purpose/Description: <u>Office space for the 16th Judicial Circuit's Drug Court Program.</u>			
Contract Manager:	<u>Beth Leto</u>	<u>4560</u>	<u>Public Works - #1</u>
	(Name)	(Ext.)	(Department/Stop #)
for BOCC meeting on: <u>February 15, 2006</u>		Agenda Dcadline: <u>January 31, 2006</u>	

CONTRACT COSTS

Total Dollar Value of Contract: <u>\$43,056/yr.</u>	Current Year Portion: <u>\$25,116</u>
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: <u>83001-530440</u>
Grant: \$ _____	
County Match: \$ _____	

ADDITIONAL COSTS

Estimated Ongoing Costs: <u>\$15/sq. ft.</u>	For: <u>build out costs (see Addendum A)</u>
(Not included in dollar value above)	(e.g., maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/9/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/9/06</u>
Risk Management	<u>2-8-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Smith</u>	<u>2-8-06</u>
O.M.B./Purchasing	<u>2/8/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/8/06</u>
County Attorney	<u>2/7/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Suzanne A. Hutton</u>	<u>2/7/06</u>
Comments: _____				

THIS LEASE AGREEMENT, entered into this 15th day of February, 2006, between Hillsborough Center Associates, LLC, Union, NJ party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is 22-3453872, and the Monroe County Board of County Commissioners, party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to Lessee, for the term under the conditions hereinafter set out, those certain premises in the Habana Plaza Key West 33040 Monroe
(Name of Building) (City) (Zip Code) (County)

Florida, described as follows:

Which shall constitute an aggregate area of **1,196** square feet of net rentable space and which comprises approximately 2.5% of the **46,794** square feet building at the initial base rate of **\$36.00** per square foot per year.

I. TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of March, 2006 to and including the 28th day of February, 2016.

II. RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in the lease and the Lessee agrees to pay the Lessor the sum of:

RENT SCHEDULE

TERM	AMOUNT PER SQ.FT	MONTHLY RENTAL
First Year	\$36.00	\$3,588.00
March 1, 2006 to February 28, 2007		
Second Year	\$37.80	\$3,767.40
March 1, 2007 to February 28, 2008		
Third Year	\$39.69	\$3,955.77
March 1, 2008 to February 28, 2009		
Fourth Year	\$41.67	\$4,153.11
March 1, 2009 to February 28, 2010		
Fifth Year	\$43.75	\$4,360.41
March 1, 2010 to February 28, 2011		
Sixth Year	\$45.94	\$4,578.78
March 1, 2011 to February 28, 2012		
Seventh Year	\$48.24	\$4,807.92
March 1, 2012 to February 28, 2013		
Eighth Year	\$50.65	\$5,048.12
March 1, 2013 to February 28, 2014		
Ninth Year	\$53.18	\$5,300.27
March 1, 2014 to February 28, 2015		
Tenth Year	\$55.84	\$5,565.39
March 1, 2015 to February 28, 2016		

per month. The rent for any fractional part of the first month shall be prorated. The rent shall be payable on a monthly basis in arrears, upon receipt of an invoice in compliance with the Prompt Payment Act. The rentals shall be paid to the Lessor at:

c/o Commercial Realty Associates

685 Liberty Avenue

Union, NJ 07083 -8106

Payment under this provision is contingent upon annual appropriation by the Board of County Commissioners.

III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.

2. The Lessor agrees to furnish janitorial services two (2) times per week and all the necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.

3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m. Monday through Friday excluding state holidays.

IV LIGHT FIXTURES

1. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the premises by the Lessee, its officers, agents, employees or invitees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. Any repairs or maintenance required to be performed at the premises which resulted from anything other than normal wear and tear will be charged back to Lessee as additional rent.

VI UTILITIES

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated in the normal course of business by the Lessee on the premises. Any disposal of furniture and equipment shall be at Lessee's expense.

VII ACCESSIBILITY STANDARDS AND ALTERATIONS

1. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property.

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

3. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises.

XII NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

XIII WAIVER OF DEFAULTS

The waiver by the Lessee of any breach of this lease by the Lessor shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIV RIGHT OF LESSOR TO INSPECT

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

XV BREACH OF COVENANT

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossesses the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI ACKNOWLEDGEMENT OF THE ASSIGNMENT

That the Lessee upon the request of the Lessor shall execute such acknowledgements or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

XVII TAXES AND INSURANCE

1. Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

2. Lessee shall provide Lessor with a current certificate of evidence of liability insurance with Lessee's insurance carrier.

XVIII USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located now or hereinafter made, as may be applicable to the Lessee.

XIX RENEWAL

The Lessee is hereby granted the option to renew this lease for an additional ____ year(s) upon the same terms and conditions or as specified on attached addendum. If the Lessee desires to renew this lease under the provisions of the Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provide in Article I of this Lease or any applicable renewal period. The rental rate for the renewal period shall be adjusted to then fair market value and increase by 4% annually.

XX RIGHT TO TERMINATE

The Lessee shall have the right to terminate, without penalty, this lease in the event a State or County owned building becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of Monroe, Florida, upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

XXI NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at **685 Liberty Avenue, Union, NJ 07083** and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at

(Street) (City) (Zip Code)
Invoices, in triplicate shall be submitted monthly to: _____

XXII DEFINITION OF TERMS

- (a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
- (b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- (c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIII ADDITIONAL TERMS

(Check One)

 X All additional covenants or conditions appear on attached Addendum A.

 No additional covenants or conditions form a part of this lease.

ADDENDUM "A"

1. WORK PERFORMED BY LESSOR AND BUILDOUT ALLOWANCE:

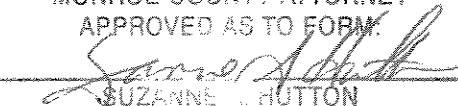
Lessor shall perform the following work for the benefit of the Lessee:

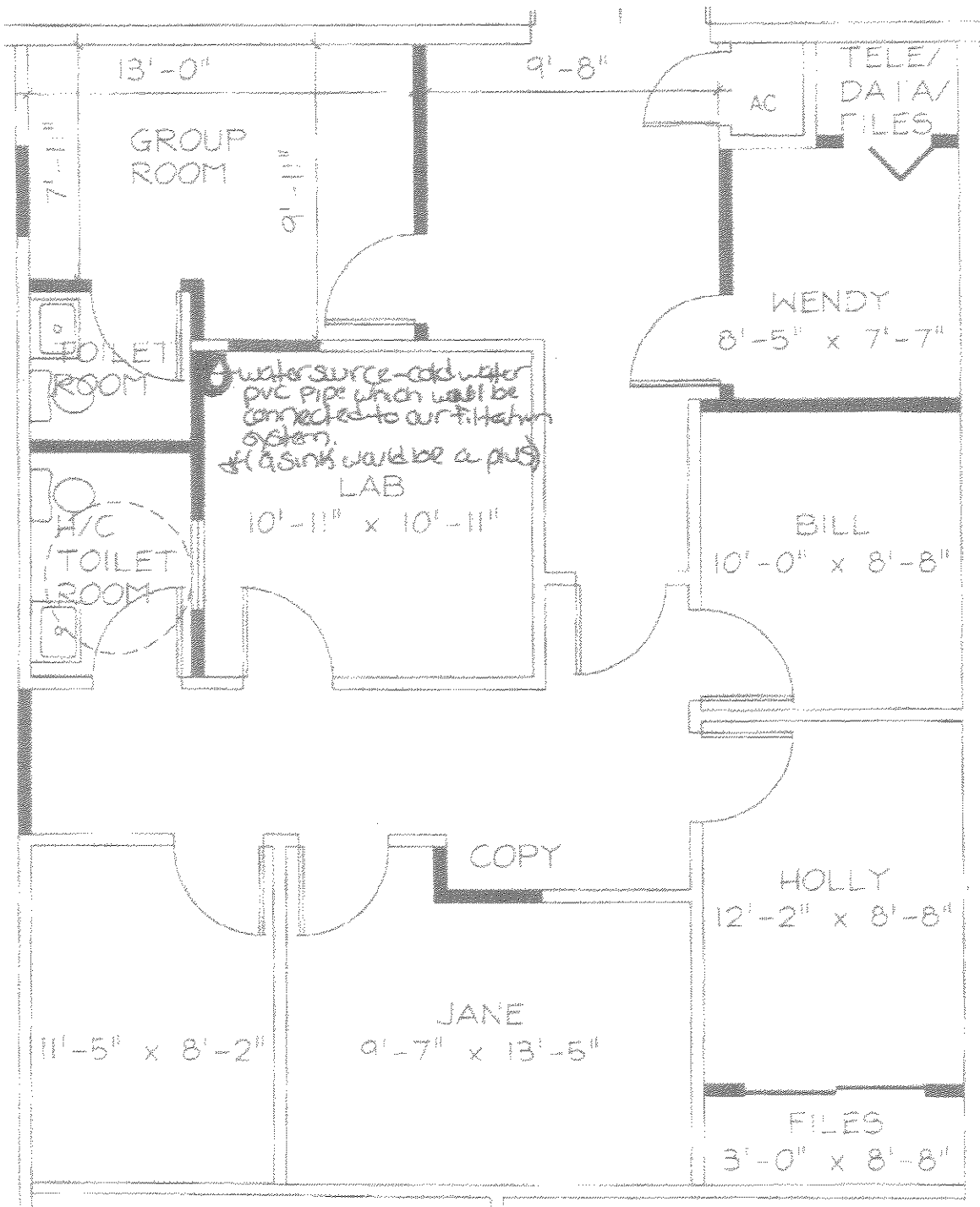
Lessor's contribution shall be \$15.00 per square foot. Any costs exceeding \$15.00 per square foot shall be paid by the Lessor and the Lessee will reimburse the Lessor pursuant to the Florida Prompt Payment Act. The Director of Facilities Maintenance and the Director of the Drug Court program shall be consulted prior to the Lessor expending greater than the \$15.00 per square foot, but consent to the additional costs by said persons shall not be unreasonably withheld. In the event the buildout exceeds \$15 per sq ft the Lessee will have the option of paying the balance in full or require the Landlord to amortize the amount exceeding \$15 per sq ft over the lease term. In the event the Lessee requires the Landlord to amortize this amount the Landlord agrees to amortize at a rate of 9% APR.

Lease No. _____

IN WITNESS WHEREOF, the parties hereto have hereto executed this instrument for the purpose herein expressed, the day and year above written.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

<p>ATTEST: DANNY L. KOLHAGE, CLERK</p> <p>By: _____ Deputy Clerk</p>	<p>BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY</p> <p>By: _____ MAYOR CHARLES "SONNY" McCOY</p> <p>MONROE COUNTY ATTORNEY APPROVED AS TO FORM:  SUZANNE HUTTON ASSISTANT COUNTY ATTORNEY Date: 2/28/06</p>
<p>Signed, sealed and delivered in the presence of:</p> <p>_____ Witness Signature</p> <p>_____ Print or Type Name of Witness</p> <p>_____ Witness Signature</p> <p>_____ Print or Type Name of Witness AS to President, General Partner, Trustee</p>	<p>Name of Corporation, Partnership, Trust, etc:</p> <p>Hillsborough Center Associates, LLC</p> <p>By: _____ (SEAL) Its president, General Partnership, Trustee</p> <p>ATTEST: _____ (SEAL) Its Secretary</p>



FLOOR PLAN